

JUDGE DANIELS

08 CIV 9859

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

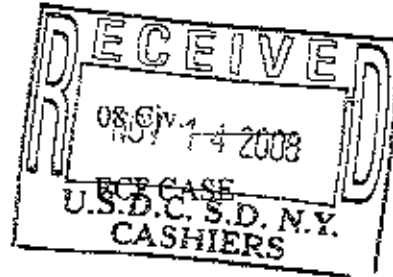
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EVERGLADES SHIPPING CORP.,

Plaintiff,

- against -

SHREE LAXMI TRADING CORPORATION  
EXPORTS (INDIA), a/k/a  
SHREE LAXMI TRADING CORP. EXPORTS  
(INDIA) MUMBAI, or SHREE LAXMI  
TRADING EXPORTS (INDIA),

Defendant.  
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**VERIFIED COMPLAINT**

Plaintiff, EVERGLADES SHIPPING CORP. (hereinafter "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, SHREE LAXMI TRADING CORPORATION EXPORTS (INDIA) a/k/a SHREE LAXMI TRADING CORP. EXPORTS (INDIA), MUMBAI or SHREE LAXMI TRADING EXPORTS (INDIA), (hereinafter "Shree Laxmi" or "Defendant") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.

3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity organized and existing under the laws of the India.

4. At all times material to this action, Plaintiff was the owner of the motor vessel "BRAVO (hereinafter "The Vessel").

5. By a charter party dated April 22, 2008 (hereinafter "the charter party") Plaintiff voyage chartered the Vessel to Defendant for the carriage of 30,000 mt of maize, barley and/sorghum by sea from Kandala, India to one safe port in Saudi Area on the Red Sea. *A copy of the charter party is annexed hereto as Exhibit "1."*

6. Pursuant to the terms of the charter party, Plaintiff delivered the Vessel into the service of Shree Laxmi and has at all times fully performed its duties and obligations under the charter party.

7. The charter party provides for payment of demurrage<sup>1</sup> at the rate of \$27,000.00 per day, pro rata. *See Exhibit "1".*

8. Shree Laxmi completed its voyage charter under the charter party. During the course of loading and discharging, Defendant exceeded the amount of laytime<sup>2</sup> provided for under the charter party and demurrage charges were incurred. *See Time Sheet detailing demurrage incurred at load and discharge ports as Exhibits "2" and "3" respectively.*

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<sup>1</sup> Demurrage is a fixed sum, per day or per hour, agreed to be paid for the detention of the vessel under charter at the expiration of laytime allowed.

<sup>2</sup> Laytime refers to the time allowed by the shipowner to the voyage charterer in which to load and/or discharge the cargo.

9. Disputes arose between the parties regarding Defendant's failure to pay the demurrage due and owing under the charter party. *See invoice detailing amounts owed attached hereto as Exhibit "4".*

10. Defendant has breached the terms of the charter party by failing to pay demurrage due and owing to Plaintiff in the total amount of \$186,157.88 under the Charter Party

11. Pursuant to the terms of the charter party, disputes between the parties are to be submitted to arbitration in London with English law to apply.

12. Plaintiff has commenced arbitration against Defendant on its claims.

13. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of London arbitration proceedings.

14. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party.

15. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

a. Plaintiff's Principal Claim:		
	Demurrage at load port (minus commission):	\$ 28,025.07
	Demurrage at discharge port (minus commission):	\$ 158,132.81
b. Interest:		
	3 years at 7 % compounded quarterly	\$ 43,084.25
c.	Estimated recoverable arbitration fees:	\$ 15,000.00
d.	Estimated recoverable legal fees and costs:	\$ 40,000.00
<b>Total:</b>		<b>\$ 284,242.13</b>

16. The Defendant cannot be found within this District within the meaning of

Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant. *See Affidavit in Support of Prayer for Maritime Attachment annexed hereto as Exhibit "5."*

17. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any property of the Defendant held by any garnishee within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That pursuant to 9 U.S.C. §§ 201. *et seq.* and/or the doctrine of comity this Court recognize and confirm any foreign judgment or arbitration award rendered on the claims had herein as a Judgment of this Court;

C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all tangible or intangible property of the Defendant within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendant, up to the amount \$284,242.13 to secure the Plaintiff's claims, and that all persons claiming any interest in

the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court enter judgment against Defendant on the claims set forth herein;

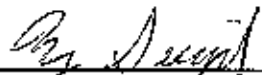
E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: November 14, 2008

The Plaintiff,  
EVERGLADES SHIPPING CORP.

By:   
Patrick F. Lennon  
Nancy R. Siegel  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Ave., Suite 300  
New York, NY 10170  
(212) 490-6050 – phone  
(212) 490-6070 – fax  
pfl@lenmur.com  
nrs@lenmur.com

**ATTORNEY'S VERIFICATION**

1. My name is Nancy R. Siegel

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.


4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.

5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.

6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: November 14, 2008

  
Nancy R. Siegel

**EXHIBIT 1**







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RIDER CLAUSES TO M/V BRAVO PACCT SHREE LAXMI TRADING EXPORTS  
INDIA, MUMBAI CHARTER PARTY DATED 22<sup>ND</sup> APRIL 2008

CLAUSE 20: FREIGHT PAYMENT

100 PCT FREIGHT LESS 2.5 PCT COMMISSION LESS OAP AND LESS DESPATCH AT LOAD  
PORT OR ADD DEMURAGE AT LOAD PORT ON BILLS OF LADING QUANTITY SHALL BE  
PAYABLE AGAINST OWNERS INVOICE SENT TO CHARTERERS BY FAX AND FOLLOWED IN  
ORIGINAL IN U.S. \$ INTO OWNERS NOMINATED BANK ACCOUNT WITHIN FIFTY (50)  
BANKING DAYS (ON COMPLETION OF LOADING). FREIGHT PAYABLE ALWAYS BEFORE  
BREAKING BULK AND OWNERS HAVE RIGHT TO REFUSE DISCHARGE WHILE WAITING FOR  
FREIGHT CONFIRMATION AND TIME TO COUNT

FREIGHT DEEMED EARNED ON COMPLETION OF LOADING DISCOUNTLESS AND NON-  
REFUNDABLE VESSEL AND/OR CARGO LOST OR NOT. OWNERS HAVE THE RIGHT OF LIA.  
AGAINST THE CARGO FOR FREIGHT, DEAD FREIGHT, GENERAL AVERAGE CONTRIBUTION  
AND DEMURRAGE.

BANK ACCOUNT AS FOLLOWS:

Please be informed that the owners name and owners banking details are:

Owners Name: M/S EVERGLADES SHIPPING CORP. CYPRUS

Managers M/S PNO SHIPMANAGEMENT LTD

Owners banking Details: MAREX POPULAR BANK PUBLIC CO LTD

SWIFT CODE: MAREX22

IBAN NO. CY45 0030 0179 0600 0179 3211 2956

ACCOUNT NO 179-32-112956 (USD)

BENEFICIARY: PNO SHIPMANAGEMENT LTD

CLAUSE 21: BILLS OF LADING

"FREIGHT PAYABLE AS PER C/P BILL OF LADING TO BE RELEASED TO SHIPPERS  
STRICTLY IN ACCORDANCE WITH MATRYN RECEIPT AND AS PER AUTHORITY FROM  
MASTER OF VESSEL.

IN CASE CHARTERERS REQUIRE BILLS OF LADINGS MARKED "FREIGHT PREPAID" SAME  
TO BE ISSUED AND HELD IN CUSTODY OF SHAAN MARINE SERVICES PVT LTD, MUMBAI  
AND SHALL BE RELEASED BY OWNERS BY CREATING AGAINST CHARTERERS PROVIDING  
OWNERS WITH COPY OF THEIR BANK TESTED SWIFT COPY CONFIRMING IRREVOCABLE  
REMITTANCE ON FREIGHT STATING AMOUNT IN OWNERS NOMINATED BANK

MASTER OF VESSEL TO ISSUE A PROPER AUTHORITY LETTER TO SHAAN MARINE  
SERVICES PVT LTD, MUMBAI THROUGH LOAD PORT AGENTS, AT LOAD PORT TO SIGN  
AND RELEASE THE RELEVANT BILLS OF LADING BUT ALWAYS IN STRICT CONFORMITY  
TO MATRYN RECEIPT. (CONGEN BILLS OF LADING TO BE USED.



RIDER CLAUSES TO M/V BRAVO PACCT SHREE LAXMI TRADING EXPORTS  
(INDIA), MUMBAI CHARTER PARTY DATED 22<sup>ND</sup> APRIL 2008

CLAUSE 22: AGENTS NOTICE OF ARRIVAL

FOR LOAD PORT

THE OWNERS MASTER AND OR THEIR AGENTS SHALL SERVE TENTATIVE NOTICE OF ARRIVAL UPON CLEAN FIXING OF VESSEL TO CHARTERERS SHREE LAXMI TRADING CORPORATION EXPORTS INDIA, MUMBAI AND MASTER AND OR THEIR AGENT SHALL THEN FOLLOW UP WITH 5/21 DAYS LTA NOTICE OF VESSEL EXPECTED DATE OF ARRIVAL AT LOADING PORT BY TELEX/FAX CABLE/EMAIL OR RADIO TO FOLLOWING PARTIES

A. M/S SHREE LAXMI TRADING CORPORATION EXPORTS INDIA, MUMBAI MR DILIP KABRA

EMAIL: shes500@rediffmail.com

B. SHAAN MARINE SERVICES PVT LTD AS BROKERS

EMAIL: ppsingh@shaanmarine.com

C. LOAD PORT AS AGENTS UNIVERSAL SHIPPING

EMAIL: arnavshipping@gmail.com

D.

FOR DISCHARGE PORT

UPON SAILING FROM LOAD PORT OWNERS MASTER AND OR THEIR AGENTS SHALL PROVIDE BY FAX/TELEX CABLE OF SAILING WITH ETA DISCHARGE PORT, AND ARRIVAL DRAFT FOLLOWED BY 5/21 DAYS NOTICE TO FOLLOWING PARTIES A AND B AND D PARTIES AS MENTIONED FOR LOAD PORT ABOVE AND DISCHARGE PORT AGENTS DETAILS WILL BE ADVISED LATER ON CONFIRMATION OF DISCHARGE PORT.

CLAUSE 23: NOTICE OF READINESS AND LAYTIME

AT LOADING PORT NOR TO BE SERVED WIPON/WIBON/WIFON/WICCON DURING OFFICE HOURS I.E. 0900 TO 1730 HRS FROM MONDAY TO FRIDAY AND BETWEEN 0900 TO 1200 HOURS ON SATURDAY TO CHARTERERS SHIPPERS.

AT DISCHARGING PORT NOR TO BE SERVED WIPON/WIBON/WIFON/WICCON DURING OFFICE HOURS I.E. 0900 TO 1700 HOURS FROM SATURDAY TO WEDNESDAY AND BETWEEN 0900 TO 1300 HOURS ON THURSDAY TO CHARTERERS AND RECEIVERS.

AT LOAD PORT TIME TO COMMENCE FROM 1300 HRS IF NOR TENDERED UP TO 1200 HRS AND AT 0800 HRS THE FOLLOWING WORKING DAY IF NOR TENDERED AT 1200 HRS OR THERE AFTER

LAYTIME NON-REVERSIBLE.

AT DISCHARGE PORT TIME TO COUNT FROM 1300 HOURS IF NOR TENDERED UP TO 1200 HOURS AND AT 0800 HOURS FOLLOWING DAY IF NOR TENDERED AT 1200 HOURS OR THERE AFTER.



RIDER CLAUSES TO M/V BRAVO PACCT SHREE LAXMI TRADING EXPORTS  
INDIA/MUMBAI CHARTER PARTY DATED 22<sup>ND</sup> APRIL 2008

CLAUSE 24: HATCH HOLDS CLEANLINESS

CHARTERS TO APPOINT SURVEYOR TO INSPECT VESSEL HOLDS AT THEIR COSTS. IF HATCHES FOUND UNFIT TO LOAD THAN TIME FROM FINDING HATCHES UNFIT TILL HATCHES DECLARED BY SURVEYORS FIT TO LOAD NOT TO COUNT AS LOAD PORT IS KANDLA CHARTERERS TO ARRANGE AT 50 PCT THEIR COST AND 50 PCT COST TO BE BORNE BY OWNERS TO SEND SURVEYORS TO OTB FOR INSPECTION AND IF HATCHES FOUND THAN SECOND SURVEY IF HATCHES REQUIRED THAN ALL COST TO OWNERS IF HATCHES PASSED BY SURVEYORS.

CLAUSE 25: LOADING AND DISCHARGING RATE

THE CHARTERERS SHALL LOAD CARGO AT THE RATE OF 3000 MTS PER WEATHER WORKING DAY SUNDAYS AND HOLIDAYS EXCLUDED EVEN IF SEID TIME FROM SATURDAY NOON OR 1700 HOURS PRECEDING HOLIDAY TILL 0800 HOURS ON MONDAY OR NEXT WORKING DAY NOT TO COUNT EVEN IF USED.

THE CHARTERERS SHALL DISCHARGE AT THE RATE OF 3000 MTS PER WEATHER WORKING DAY FRIDAY AND HOLIDAYS EXCLUDED EVEN IF SEID TIME FROM 1200 HOURS ON THURSDAY OR 1700 HOURS PRECEDING HOLIDAY TILL 0800 HOURS ON SATURDAY OR NEXT WORKING DAY NOT TO COUNT EVEN IF USED.

CLAUSE 26: SHIFTING

SHIFTING IF ANY AT BENDS TO BE FOR CHARTERERS ACCOUNT IF ON CARGO OTHERWISE ON OWNERS ACCOUNT AND TIME TO COUNT AS LAYTIME.

CLAUSE 27: DEMURRAGE, DESPATCH

DEMURRAGE USD 27,000.00 PDPR. DESPATCH USD 12,500.00 ON WORKING TIME SAVED FOR BOTH PORTS. LOAD PORT DEMURRAGE OR DESPATCH TO BE SETTLED ALONG WITH FREIGHT PAYMENT. DISCHARGE PORTS DEMURRAGE AND/OR DESPATCH TO BE SETTLED WITHIN 15 DAYS AFTER COMPLETION OF DISCHARGE AND GUARANTEED BY CHARTERERS.

CLAUSE 28

CARGO TO BE TRIMMED AFTER COMPLETION OF LOADING BY THE CHARTERERS TO THE SATISFACTION OF SURVEYORS IN CONSULTATION WITH THE MASTER OF THE VESSEL PRIOR TO DEPARTURE OF VESSEL FROM LOAD PORT

CLAUSE 29: VESSEL DESCRIPTION

NAME	: BRAVO P
PORT OF REGISTRY	: PANAMA
FLAG OF REGISTRY	: PANAMA
TYPE OF VESSEL	: BULK CARRIER
CLASSIFICATION SOCIETY	: DET NORSKE VERITAS
YARD AND YEAR BUILT	: GDYNIA SEPT 1979
LENGTH OVER G.O.A.	: 176.54 M
LENGTH BETWEEN PERPENDICULARS	: 169.204 M
BREADTH MOULDED	: 27.48 M
DEPTH MOULDED	: 15.80 M
SUMMER DPC	: 473 TONS
SUMMER DEADWEIGHT	: 26,131 DRAFT 9.750 M



RIDER CLAUSES TO M/V BRAVO PACCT SURGE LAXMI TRADING EXPORTS  
INDIA, MUMBAI CHARTER PARTY DATED 22<sup>ND</sup> APRIL 2008

TROPICAL DEADWEIGHT 153958 DRAFT 11.488 M  
CRANES 12 x 25 MTS P&T TRAVELLING JIB TYPE  
CRABS 4 NEMAG MECHANICAL OF 3 CBM CAP  
(VESSEL DETAILS ALL ABOUT WOG)

CLAUSE 30: ~~LAND~~ H AND M

OWNERS GUARANTEE THAT THE PERFORMING VESSEL HAS FULL INSURANCE COVER FOR  
HULL AND MACHINERY AND A VALID P AND I COVER AND SAME WILL BE MAINTAINED  
UNTIL COMPLETION OF DISCHARGE AND IS FULLY ISPS COMPLIANT.

CLAUSE 31: BROKERAGE AND COMMISSION

TOTAL COMMISSION 5.75 PCT ON FREIGHT, DEMURRAGE, DEAD FREIGHT AND  
DETENTION, 2.5 PCT TO BE DEDUCTED FROM FREIGHT FROM WHICH 1.25 PCT WILL BE AS  
AGENTS COMMISSION TO CHARTERERS AND PAYABLE 1.25 PCT TO SHAAN MARINE  
SERVICES PVT LTD, MUMBAI, 1.25 PCT TO GSS MARINE AS PER INVOICE DETAILS TO BE  
PAID BY OWNERS DIRECTLY. COMMISSION TO BE DEDUCTED FROM FREIGHT AND TO BE  
PAID BY CHARTERERS WITHIN 7 DAYS OF FREIGHT PAYMENT.

CLAUSE 32: OVERTIME

OVERTIME ORDERED BY CHARTERERS OR THE PORT AUTHORITIES FOR ANY REASONS  
RELATING TO WORKING OF THE CARGO SHALL ALWAYS BE ON CHARTERERS ACCOUNT  
AT BOTH ENDS. SIMILARLY ANY OVERTIME FOR OFFICERS AND CREW SHALL ALWAYS BE  
ON OWNERS ACCOUNT.

CLAUSE 33: VESSEL ITINERARY

VESSEL AT PERSIAN GULF AND EXPECTED TO SAIL FOR LOADING 24TH APRIL 2008 AGW  
WP ITA KANBIA 27<sup>TH</sup> APRIL 2008

CLAUSE 34: GENERAL AVERAGE / ARBITRATION

GENERAL AVERAGE / ARBITRATION IN LONDON AND ENGLISH LAW TO APPLY. IN THE  
EVENT OF ANY DISPUTE NOT SETTLED BETWEEN THE TWO PARTIES MUTUALLY, THE  
MATTER IS TO BE REFERRED TO ARBITRATION WITH EACH PARTY APPOINTING AN  
ARBITRATOR. IN CASE ARBITRATORS FAIL TO REACH A UNANIMOUS DECISION, THEY  
SHALL APPOINT AN UMPIRE, WHOSE DECISION SHALL BE FINAL AND BINDING ON BOTH  
PARTIES.

CLAUSE 35: TAXES, DUES, OVERAGE, PREMIUM

ANY TAXES, DUES, WHARFAGES ON VESSEL FLAG AND ON FREIGHT TO BE FOR OWNERS  
ACCOUNT. ANY TAXES, DUES, WHARFAGES ON CARGO TO BE FOR CHARTERS OR SHIPPERS  
RECEIVERS ACCOUNT.

FREE EXINS DUE TO AGE FLAG OWNERSHIP OVER AGE PREMIUM TO BE CHARTERS  
ACCOUNT WHILE OWNERS TO CONTRIBUTE USD 7500.00 AND SAME TO BE DEDUCTED  
FROM FREIGHT AND SHOWN IN FREIGHT INVOICE BY OWNERS.

CLAUSE 36: LETTER OF INDEMNITY

CHARTERERS WILL MAKE EVERY INDEAVOUR TO ENSURE THAT ORIGINAL BILLS OF  
LADING WILL BE MADE AVAILABLE AT DISCHARGE PORT ON OR BEFORE VESSEL'S  
ARRIVAL TO DISCHARGE. HOWEVER, IF ORIGINAL BILLS OF LADING ARE NOT



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RIDER CLAUSES TO M/V BRAVO PACCT SHREE LAXMI TRADING EXPORTS  
INDIA, MUMBAI CHARTER PARTY DATED 22<sup>ND</sup> APRIL 2008

AVAILABLE. THEN OWNERS MASTER TO PERMIT DISCHARGE OF CARGO AGAINST  
CHARTERERS LETTER OF INDEMNITY AS PER OWNER'S P & CLUB WORDING BUT  
WITHOUT BANK ENDORSEMENT.

CLAUSE 37:

IN CASE OF ANY CARGO RELATED DISPUTES AT DISCHARGE PORT OWNERS TO PROVIDE  
LOI AND ENSURE SAILING OF VESSEL WITHOUT DELAYS UPON COMPLETION OF  
DISCHARGE. DISPUTES TO BE SETTLED AS PER INTERCLUB AGREEMENT.

CLAUSE 38: STEVEDORE DAMAGE TO THE VESSEL

STEVEDORE DAMAGE TO BE SETTLED BETWEEN STEVEDORES AND OWNERS. CHARTS TO  
ASSIST IN SETTLEMENT.

CLAUSE 39:

OWNERS UNDERTAKE THAT VESSEL HAS NEITHER BEEN SOLD NOR SHALL BE SOLD FOR  
SCRAPPING OR OTHERWISE DURING CURRENCY OF THIS CHARTER PARTY.

CLAUSE 40: LIGHTENING

LIGHTERAGE/LIGHTENING IF ANY TO BE CHARTER SHIPPERS' RECEIVERS ACCOUNT

CLAUSE 41: DRAFT SURVEY

OWNERS AND CHARTERERS BOTH TO APPOINT SURVEYORS TO ASCERTAIN CARGO  
QUANTITY LOADED ON BOARD. AS THERE WILL BE TWO COMMODITIES THAN FOR  
SMALLER QUANTITY COMMODITY BILLS OF LADING QUANTITY TO BE TAKEN AS PER  
SHIPPERS AND FOR SECOND COMMODITY BILLS OF LADING TO HAVE BALANCE FIGURE  
TO AVOID DELAYS TO VESSEL AND SIMULTANEOUSLY LOADING OF BOTH CARGOES.

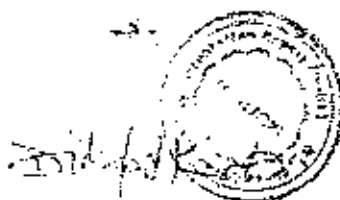
CARGO QUANTITY AT LOAD AND DISCHARGE PORTS TO BE ASCERTAINED ACCORDING  
TO DRAFT SURVEY. OWNERS NOT TO BE RESPONSIBLE FOR ANY QUANTITY FOUND  
SHORT BETWEEN DRAFT SURVEY FIGURES AND SHORL FIGURES. IF ANY SHORTAGE  
FOUND SAME TO BE SORTED OUT BETWEEN SELLER AND BUYER AND VESSEL NOT TO BE  
DETAINED.

CLAUSE 42: ADDITIONAL CLAUSES CONSIDERED INCORPORATED

U.S.A PARAMOUNT CLAUSE, BILLS OF LADING CLAUSE, P&I BUNKERING CLAUSE, NEW  
BOTH TO BLAME COLLISION CLAUSE, GENERAL AVERAGE CLAUSE, NEW JASON CLAUSE,  
CHAMBER OF SHIPPING WAR RISK CLAUSES 1 AND 2 ARE DEEMED TO BE INCORPORATED  
HEREIN.

CLAUSE 43: CONFIDENTIALITY

THE ENTIRE CONTENTS OF THIS CHARTER PARTY AGREEMENT TO BE KEPT STRICTLY  
PRIVATE AND CONFIDENTIAL BY BOTH PARTIES AND SHALL BE DISCLOSED TO ANY  
THIRD PARTY (S) WHO IS CONNECTED WITH EXECUTION OF THE SUBJECTS OF CONTRACT  
OF CARRIAGE ONLY.



RIDER CLAUSES TO M/V BRAVO PACCT SHREE LAXMI TRADING EXPORTS  
INDIA, MUMBAI CHARTER PARTY DATED 22<sup>ND</sup> APRIL, 2008

CLAUSE 44: CARGO QUANTITY AND DEAD FREIGHT

MASTER TO DECLARE LOADABLE QUANTITY BASED ON STOWAGE FACTOR ADVISED BY CHARTS AND STOWAGE PLAN. CHARTERERS TO TENDER CARGO AS PER STOWAGE PLAN AND IN CASE MASTER UNABLE TO LOAD THE SAME, THEN CHARTERERS NOT RESPONSIBLE FOR DEAD FREIGHT. DEAD FREIGHT IS PAYABLE IN CASE OF NON-AVAILABILITY OF CARGO FOR FULL AND COMPLETE LOADING OF VESSEL.

CLAUSE 45: VESSEL TO GIVE FREE USE OF CARGO GEAR AND LIGHTS AT NIGHT AS REQUIRED BY CHARTS AT LOAD AND DISCHARGE PORTS

FOR EVERGREEN SHIPPING CORP FOR SHREE LAXMI TRADING EXPORTS  
MANAGEMENT LTD (INDIA)

CHARTERS

PANAMA

AS OWNERS

\*

MUMBAI

AS CHARTERERS



**EXHIBIT 2**



Thursday	30-04-08	17:00	0:00	0	0	0	2	3	0	3	10	42
Friday	01-05-08	0:00	0:00	0	0	0	2	3	0	3	10	42
	02-05-08	0:00	8:00	0	0	0	2	3	0	3	10	42
	02-05-08	8:03	0:00	0	18	0	2	19	0	2	18	42
Saturday	03-05-08	0:00	12:00	0	12	0	3	7	0	2	6	42
	03-05-08	12:00	0:00	0	0	0	3	7	0	2	6	42
Sunday	04-05-08	0:00	0:00	0	14	0	3	7	0	2	6	42
Monday	05-05-08	0:00	8:00	0	8	0	3	7	0	2	8	42
	05-05-08	8:00	0:00	0	16	0	3	23	0	1	14	42
Tuesday	06-05-08	0:00	0:00	1	0	0	4	23	0	0	14	42
Wednesday	07-05-08	0:00	14:42	0	14	42	5	13	42	0	0	0
	07-05-08	14:42	0:00	9	18	18	5	23	0	0	9	18
Thursday	08-05-08	0:00	16:15	0	15	15	6	15	15	1	1	33
Total Time Used							0	15	15			
Time allowed							5	13	42			
Time on demurrages				1.06458 days			1	1	33			
Demurrage rate							27000					

Total amount due to owners  
Less 2.5 % add commission  
Net to owners

28743.66 USD  
718.59 USD  
28025.07 USD

1.08458\*27000=  
28743.66 USD  
718.59 USD  
28025.07 USD

**EXHIBIT 3**

# TIME SHEET

Cargo Quantity : 27,853.224 mt Barley  
NOR tendered : 13/05/08 21.50 hrs  
Vessel commenced discharging : 15/05/08 20.00 HRS  
Vessel completed discharging : 02/06/08 13.00 HRS  
Laytime to commence to count : 14/05/08 14.00 HRS  
Discharging Rate in metric tones : 3000 PWW/D FHEX EIU Thursday NN CLAUSE Discharging time allowed (in Days) : 9.284408  
DAYS

## Laytime Conversion

Days 9 Hours 6 minutes 50

Day	Date/Time	Time	Time worked d h m	Total Time used d h m	Time remaining d h m	Remarks
Wednesday	14-5-08 14:00	24.00	00:10:00	00:10:00	9 d 08 hrs 50 min	Laytime commenced
Thursday	15-5-08 0:00	12.00	00:12:00	00:22:00	8 d 20 hrs 50 min	
Thursday	15-5-08 12:00	24.00	00:00:00	00:22:00	8 d 08 hrs 50 min	
Friday	18-5-08 0:00	24.00	00:00:00	00:22:00	8 d 08 hrs 50 min	Preceding holiday
Saturday	17-5-08 0:00	8.00	00:00:00	00:22:00	8 d 08 hrs 50 min	Holiday
Saturday	17-5-08 8:00	24.00	00:16:00	00:22:00	7 d 16 hrs 50 min	after Friday
Sunday	18-5-08 0:00	24.00	01:00:00	02:14:00	6 d 16 hrs 50 min	
Monday	19-5-08 0:00	24.00	01:00:00	03:14:00	5 d 16 hrs 50 min	
Tuesday	20-5-08 0:00	24.00	01:00:00	04:14:00	4 d 16 hrs 50 min	
Wednesday	21-5-08 0:00	24.00	01:00:00	05:14:00	3 d 16 hrs 50 min	
Thursday	22-5-08 0:00	12.00	00:12:00	06:02:00	3 d 04 hrs 50 min	

Thursday	22-5-08 12:00	24.00	00:00:00	06:02:00	3 d 04 hrs 50 min	Preceding holiday
Friday	23-5-08 0:00	24.00	00:00:00	06:02:00	3 d 04 hrs 50 min	Holiday
Saturday	24-5-08 0:00	8.00	00:00:00	06:02:00	3 d 04 hrs 50 min	after Friday
Saturday	24-5-08 8:00	24.00	00:16:00	06:18:00	2 d 12 hrs 50 min	
Sunday	25-5-08 0:00	24.00	01:00:00	07:18:00	1 d 12 hrs 50 min	
Monday	26-5-08 0:00	24.00	01:00:00	08:18:00	0 d 12 hrs 50 min	
Tuesday	27-5-08 0:00	12.50	00:12:50	08:06:50	0 d 00 hrs 00 min	
Tuesday	27-5-08 12:50	24.00	00:11:10	09:18:00	0 d 11 hrs 10 min	Vessel on demurrages
Wednesday	28-5-08 0:00	24.00	01:00:00	10:18:00	1 d 11 hrs 10 min	
Thursday	29-5-08 0:00	24.00	01:00:00	11:18:00	2 d 11 hrs 10 min	
Friday	30-5-08 0:00	24.00	01:00:00	12:18:00	3 d 11 hrs 10 min	
Saturday	31-5-08 0:00	24.00	01:00:00	13:18:00	4 d 11 hrs 10 min	
Sunday	1-6-08 0:00	24.00	01:00:00	14:18:00	5 d 11 hrs 10 min	
Monday	2-6-08 0:00	13.00	00:13:00	15:07:00	6 d 00 hrs 10 min	Discharging completed

Total Time Used	15 d 07 hrs 00 min	
Time allowed	8 d 06 hrs 50 min	
Time on demurrages	8 d 00 hrs 10 min	days 27000
Demurrages rate	8.000694440	
Total amount due to owners	162187.4988	
less add commission	4054.66747	
Net to owners	158132.8313	

**EXHIBIT 4**

# PNO Shipmanagement Ltd

Aisepou & Ayias Aikaterinis 2, 3100 Ayios Nikolaos  
 Po Box 58556, 3731 Limassol  
 Telephone 25814466 Fax 25814836

e-mail [acc@pnosm.com](mailto:acc@pnosm.com), [soterish@pnosm.com](mailto:soterish@pnosm.com)

## INVOICE BP003DEM-08

Date: July 8, 2008

Messrs

Shree Laxmi Trading Corporation Exports (India)

DESCRIPTION	Days	RATE	AMOUNT
C/P dd 23/04/2008 - M/V Bravo P			
Demurrages at Load port Kandla	1.06458	USD 27000 p/d	USD 28,743.66
LESS Address Commission 2.5 %			USD 718.59
Demurrages at disport Jubail	6.0069444	USD 27000 p/d	USD 162,187.50
Less add commission 2.50%			USD 4,054.69
TOTAL			USD 186,157.88

United States Dollars One hundred eighty six thousand one hundred fifty seven dollars and eighty eight cents

Payable to:

PNO SHIPMANAGEMENT LTD

MARFIN POPULAR BANK PUBLIC CO LTD

SWIFT: LIKICY2N

ACCOUNT : 179-32-112956 (USD)

IBAN : CY45 0030 0179 0600 0179 3211 2955

Thank you for your business!



**EXHIBIT 5**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

EVERGLADES SHIPPING CORP.,

Plaintiff,

- against -

SHREE LAXMI TRADING CORPORATION  
EXPORTS (INDIA), a/k/a  
SHREE LAXMI TRADING CORP. EXPORTS  
(INDIA) MUMBAI, or SHREE LAXMI  
TRADING EXPORTS (INDIA).

Defendant.

08 Civ.

ECF CASE

## **AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT**

State of Connecticut )  
 ) ss: SOUTHPORT  
County of Fairfield )

Anne C. LeVasseur, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

**DEFENDANTS ARE NOT PRESENT IN THE DISTRICT**

2. I have attempted to locate the Defendants SHREE LAXMI TRADING CORPORATION EXPORTS (INDIA) a/k/a SHREE LAXMI TRADING CORP. EXPORTS (INDIA) MUMBAI or SHREE LAXMI TRADING EXPORTS (INDIA) within this District. As part of my investigation to locate the Defendants within this District, I checked the telephone

company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendants. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendants.

3. I submit based on the foregoing that the Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendants have, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendants.

5. This is Plaintiff's first request for this relief made to any Court.

**PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER**

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy R. Seigel, Coleen A. McEvoy, Anne C. LeVasseur or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendants.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and

Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendants.

8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

**PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES**

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendants, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

**PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS**

10. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served and throughout the next day, provided that process is served the next day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: November 14, 2008  
Southport, CT

  
Anne C. Levasseur

Sworn and subscribed to before me  
this 14th day of November, 2008

  
Notary Public  
Commissioner of the Superior Court

